

*Pro Se 1 2016*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

MICHELE R. GRAY

CASE NO. 22-cv-1177-JCC

[to be filled in by Clerk's Office]

COMPLAINT FOR A CIVIL CASE

Jury Trial: ☒ Yes ☐ No

Plaintiff(s),

v.

AMAZON

Defendant(s).

**I. THE PARTIES TO THIS COMPLAINT**

A. Plaintiff(s)

*Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.*

Name MICHELE R. GRAY

Street Address 279 TROY ROAD SUITE 9-174

City and County RENSSELAER RENSSELAER

State and Zip Code NEW YORK 12144

Telephone Number 518-233-4282

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## B. Defendant(s)

*Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.*

## Defendant No. 1

Name

AMAZON - CORPORATION

Job or Title (*if known*)

Street Address

410 Terry Avenue North. Seattle, WA 98109

City and County

SEATTLE , KING

State and Zip Code

WASHINGTON, 98109

Telephone Number

## Defendant No. 2

Name

Job or Title (*if known*)

Street Address

City and County

State and Zip Code

Telephone Number

## Defendant No. 3

Name

Job or Title (*if known*)

Street Address

City and County

State and Zip Code

Telephone Number

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Defendant No. 4

Name

Job or Title (*if known*)

Street Address

City and County

State and Zip Code

Telephone Number

**II. BASIS FOR JURISDICTION**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

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B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual.

The plaintiff (*name*) MICHELE R. GRAY, is a citizen of the  
State of (*name*) NEW YORK.

b. If the plaintiff is a corporation.

The plaintiff, (*name*) \_\_\_\_\_, is incorporated under  
the laws of the State of (*name*) \_\_\_\_\_, and has its principal  
place of business in the State of (*name*) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing  
the same information for each additional plaintiff.)*

2. The Defendant(s)

a. If the defendant is an individual.

The defendant, (*name*) \_\_\_\_\_, is a citizen of the  
State of (*name*) \_\_\_\_\_. Or is a citizen of  
(*foreign nation*) \_\_\_\_\_.

b. If the defendant is a corporation.

The defendant, (*name*) AMAZON, is incorporated under  
the laws of the State of (*name*) WASHINGTON, and has its principal  
place of business in the State of (*name*) Amazon 410 Terry Avenue North. Seattle, WA 98109.

Or is incorporated under the laws of (*foreign nation*) \_\_\_\_\_,  
and has its principal place of business in (*name*)\_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page  
providing the same information for each additional defendant.)*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

Michele R. Gray  
Plaintiff[s]

vs

Amazon  
Defendant[s]

No: 22-cv-1177-JCC

**COMPLAINT**

COMES NOW the plaintiff, Mrs. Gray, pro se litigate physical injuries by the defendant Amazon {aka amazon.com} in above-styled action and hereby files complaint as follows:

**JURISDICTION**

1) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between and 2) citizens of different States.

**FACTS**

During the Covid-19 pandemic the local market was out of stock of tissue (toilet) paper so the Plaintiffs purchased tissue (toilet) paper online on March 20, 2020 from the Defendant (see attached receipt exhibit 1). The tissue paper was delivered April 23, 2020 from Asia foreign country (see exhibit 2). The plaintiffs notice a lump on the foreskin on the anal area that caused the plaintiffs to rush for care itching in the anal area for several weeks. On June 23, 2020 The Plaintiffs rushed to Urgent Care the Troy Family Health Center (St. Peters Health Partner) at 79 Vandenburg Place Troy, New York 12180 and seen by MD Melissa Fiorini (see attached exhibit 3), and was prescribed a prescription for treatment (see exhibit 4) and diagnosis of bacterial vaginosis and unspecified specimen [ condyloma acuminata ] caused by the defendant herein as medical report ( see exhibit 6) . The plaintiffs are unable to contact the company and “Amazon” hasn’t answered the plaintiffs online ( see exhibit 5 )

**CLAIMS**

1. Stream of Commerce Theory or “Chain of Distribution Liability”

As a retailer/seller the defendant is liable for placing dangerous and harmful product into the “Stream For Commerce” And/or the “Chain of Distribution Liability” cause harm to plaintiff

Count 1

Stream of Commerce or Chain of Distribution Liability

The retailer/seller [defendant] due to legal authority subjecting liability to the defendant for harmful products into the “Stream of Commerce.” Or “ Chain Of Distribution Liability”

Rule 8

Claims for Relief

The Defendant violated “Stream of Commerce” and is liable for harming the plaintiff and causing mental anguish due to legal authority subjective liability and plaintiff is entitled to relief of monetary damages and demands for monetary relief, and such other relief as the court deems just and proper.

2. NY - UCC §349 of the New York General Business Law. Prohibits materially misleading acts or practices in conduct directed at consumers and such, are the statutes of choice for plaintiffs bringing consumer protection claims providing for significant statutory damages.

#### Count 2

NY - UCC §349 of the New York General Business Law

The defendant was deceptive in the conduct of business, trade or commerce or in the furnishing service are hereby declared unlawful in allowing harm to come to the plaintiff [buyer]. Acts or practices stated to be unlawful is entitled to bring an action ( see exhibit 7 - Article "That toilet paper you bought on Amazon? By Daniel Miller April 16, 2020 5Am PT)

The Article:

"There are vendors in Amazon's new toilet paper economy that are indeed delivering on their promises, but e-commerce experts said others appear to be carrying out byzantine schemes that are difficult to monitor"

The Article:

"Amazon acknowledged in a statement that there are "bad actors" in the Marketplace but said that it uses a "range of rigorous fraud detection and prevention measures" to proactively protect customers."

#### Rule 8

Claims for Relief

The plaintiff claims unlawful acts and practices committed by the defendant and demands for restitution of moneys directly and indirectly by those acts and practices pursuant to NY - UCC § 349. The defendant Acts or practices stated to be unlawful and the plaintiff is entitled compensatory damages for such unlawful acts or practices and to obtain restitution of any moneys or property obtained directly or indirectly by any such unlawful acts or practices and the plaintiff demands for monetary relief such other relief as the court deems just and proper. (see exhibit 8 - Article "Is your toilet paper giving you infections?")

The Article:

"YES! Not to be surprised, toilet paper can land you in trouble as it can spread infections, especially in the genital area. Have a look at how the use of toilet paper can put you at risk of infection"

#### 3. Title 42 US Code § 262

The regulation of sale of and interstate traffic or viruses, serums, toxins antitoxins and the inspection of foreign manufacturing establishments of section 262 regulation of biological product says 1] no person shall introduce or deliver for introduction into interstate commerce any biological product i) defined as virus, therapeutic serum, toxin, antitoxin, vaccine, and blood i) "biological product" defined (1) The term "biological product" means a virus, therapeutic serum, toxin, antitoxin, or an analogous product without a license issued by the Secretary of Health and Human Services for such manufacture.

#### Count 3

Title 42 US Code § 262

Any injured person is prohibited transportation of such virus, serum, toxin, antitoxin, analogous product and or other product has been manufactured at an establishment holding an un-suspended and un-revoked license issued by the Secretary of Health and Human Services for such manufacture.

#### Rule 8

Claims for Relief

The plaintiff claim relief in violations section 262 of trafficking or allowing antitoxins viruses, serums, toxins antitoxins and "no" inspection of foreign manufacturing. The defendant Acts or practices stated to be unlawful and the plaintiff is entitled compensatory damages for such unlawful acts or practices and to obtain restitution of any moneys or property obtained directly or indirectly by any such unlawful acts or practices and the plaintiff demands for monetary relief such other relief as the court deems just and proper.

#### 4. Breach of Warranty

Breach of warranty is the violation of an express or implied contract of warranty and thus is a breach of warranty. Essentially, it occurs when the warrantor fails to provide the assurance warranted. A seller can expressly or implicitly assure the buyer about the quality or title of an item sold. If such assurance is proved to be untrue, the buyer has a claim for breach of warranty.

#### Count 4

##### Breach of Warranty

UCC § 2-313[2] express warranties by affirmation, promise, description, and sample. 1) Express warranties by the a seller re created affirmation of fact or promise made by the seller [defendant] to the buyer [plaintiff] which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise. Violation of an express or implied contract of warranty, and thus it is a breach of contract and occurs the warrantor fails to provide the assurance warranted. The law imposes for a breach of some duty or violation of some right for Damages refers to the sum of money

#### Rule 8

##### Claim for Relief

The defendant violated the contract of warranty and the rights and so the plaintiff is entitled to sum of money for damages because the plaintiff was harmed by the defendant and the Plaintiff demands for compensatory damages to compensate for the injury of mental injury and physical injury

#### STATE A CLAIM

This court has jurisdiction for claims above (1-4) and the plaintiffs is entitled to compensation for the physical harm mental health issue caused by the defendant hereby the plaintiff sought indemnification for the cost of the suit against the corporation {defendant} and demand for monetary relief. And the plaintiff respectfully ask this court to exercise jurisdiction rights over the plaintiff's claims brought the Plaintiff is entitled to of a sum of money for damages because the plaintiff was harmed by the defendant and the Plaintiff demands for compensatory damages to compensate for the mental injury, physical injury and personal injury for the violations of claims sought (1-4)

#### DEMAND FOR RELIEF

The plaintiffs seeking damages in form of monetary compensation of \$350, 000.00.

August 22, 2022



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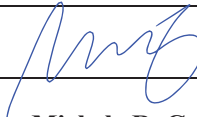
#### V. CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper

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purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:	<b>AUGUST 22, 2022</b>
Signature of Plaintiff	
Printed Name of Plaintiff	<b>Michele R. Gray</b>

Date of signing:	_____
Signature of Plaintiff	_____
Printed Name of Plaintiff	_____

Date of signing:	_____
Signature of Plaintiff	_____
Printed Name of Plaintiff	_____